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TITLE SEARCH REPORT

PROPERTY AND OWNERSHIP INFORMATION

Owner's Name	GEORGE R. RYAN, JR. & JOYCE ELAINE RYAN	Order #	2126035.0103	79-66928-47
Property Address	5021 MARTINS POINT ROAD	Completed Date		02/28/2018
City/State	KITTY HAWK, NC 27949	Effective Date		02/27/2018
APN/Parcel/PIN	005930000	County		DARE

CURRENT DEED

Grantor	LARRY C. WELDON	Deed Date	03/10/2004
Grantee	GEORGE R. RYAN, JR. & JOYCE ELAINE RYAN	Recorded Date	04/26/2004
Consideration		Instrument Book/Page	1560 / 494
Sale Price		Deed Type	WARRANTY DEED

Notes:

TAX INFORMATION

Year	Property Tax Status	Due Date	Amount
2017	COUNTY TAX – PAST DUE	01/01/2018	\$5,343.64
2016	COUNTY TAX - PAID	01/01/2017	\$4,864.50
Notes:	Land Value		\$345,200.00
	Building/Improvements		\$495,100.00
	TOTAL ASSESSED VALUE		\$840,300.00

OPEN MORTGAGE/DEED OF TRUST INFORMATION

Mortgagor	GEORGE R. RYAN, JR. AND JOYCE ELAINE RYAN	Date Signed	10/06/2006
Mortgagee	GATEWAY FINANCIAL MORTGAGE, INC.	Date Recorded	10/12/2006
Trustee	STEPHEN C. SKINNER	Instrument Book/Page	1704 / 199
Type	DEED OF TRUST	Original Amount	\$1,200,000.00
Related	APPOINTMENT OF SUBSTITUTION OF TRUSTEE MERS SERVICER: XENITH BANK MIN STATUS:	Recorded Date Book/Page	10/10/2017 2197/441
Related	ACTIVE MIN #: 1004931-0600000460-3	Recorded Date Book/Page	UNRECORDED
Related	REQUEST FOR NOTICE	Recorded Date Book/Page	10/12/2006 1704/202

RELATED JUDGMENTS, UCC AND LIENS AGAINST OWNER

Instrument #	Description	Date Recorded	Amount
	NO JUDGMENTS, UCC'S OR LIENS FOUND		
	FOR CURRENT OWNER FOR SUBJECT PROPERTY		

ADDITIONAL MORTGAGE/DEED OF TRUST INFORMATION

Mortgagor	GEORGE R. RYAN, JR. AND JOYCE E RYAN	Date Signed	10/06/2006
Mortgagee	GATEWAY BANK & TRUST CO.	Date Recorded	10/12/2006
Trustee	GBTC, INC.	Instrument Book/Page	1704 / 201
Type	EQUITY LINE DEED OF TRUST	Original Amount	\$165,000.00
Related		Recorded Date Book/Page	

ADDITIONAL COMMENTS/INFORMATION

Matters affecting the above real estate which do not directly appear among the land records, or are not indexed to the exact listed names and legal descriptions above are not included in this report. This is not a commitment for insurance nor is it an opinion on marketability of title. Subject to terms and conditions at TitleSearch.com

County of Dare, North Carolina

*Owner and Parcel information is based on current data on file and was last updated on February 23 2018

Primary (100%) Owner Information:

RYAN, GEORGE R JR EUX
 RYAN, JOYCE ELAINE EUX
 5021 MARTINS POINT RD
 KITTY HAWK NC 27949

Parcel Information:

Parcel: 005930000 PIN: 986709160005
 District: 22- MARTIN'S POINT
 Subdivision: MARTIN'S PT BLK 6 SEC 1
 LotBlkSect: LOT: 23 BLK: 6 SEC: 1
 Multiple Lots: -
 PlatCabSlide: PL: B SL: 329 Units: 1
 Deed Date: 04/26/2004
 BkPg: 1560/0493

Parcel Status: ACTIVE



Property Use: RESIDENTIAL

5021 MARTINS POINT RD

BUILDING USE & FEATURES	Tax Year Bldg Value: \$403,700	Next Year Bldg Value: \$403,700
Building Use:	CONTEMPORARY/MODERN	
Exterior Walls:	MODERN FRAME	Actual Year Built: 1984
Full Baths:	4 Half Baths: 1	
Bedrooms:	3	
Heat-Fuel:	3 - ELECTRIC	
Heat-Type:	2 - FORCED AIR	Finished sqft for building 1: 4466
Air Conditioning:	4 -CENTRAL W/AC	Total Finished SqFt for all bldgs: 4466

Disclaimer: In instances where a dwelling contains unfinished living area, the square footage of that area is included in the total finished sqft on this record. However, the assessed value for finish has been removed.

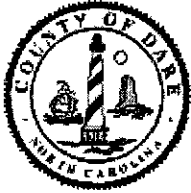
MISCELLANEOUS USE	Tax Year Misc Value: \$91,400	Next Year Misc Value: \$91,400
Misc Bldg b: (RD2) MED. WD. DOCK WD. GIRDERS BOLT	Year Built: 2000	sqft: 128
Misc Bldg c: (RD2) MED. WD. DOCK WD. GIRDERS BOLT	Year Built: 2000	sqft: 464
Misc Bldg d: (RP4) IN GROUND POOL	Year Built: 2000	sqft: 669
Misc Bldg e: (PC2) CONCRETE POOL DECK	Year Built: 2000	sqft: 1654

LAND USE	Tax Year Land Value: \$345,200	Next Year Land Value: \$345,200
Land Description :	22-Creek Front	

TOTAL LAND AREA: 43000 square feet

Tax Year Total Value: \$840,300	Next Year Total Value: \$840,300
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**Values shown are on file as of February 23 2018*



**County of Dare
Real Property Tax Certification
Certification Report as of 2018-02-26**

**Includes interest for current month
Dare County is authorized under SL1985-525 to levy an excise tax of
1% on certain instruments conveying real property.*

PARCEL: 005930000
LOCATION: 5021 MARTINS POINT RD
DISTRICT: MARTIN'S POINT
DESCRIPTION: MARTIN'S PT BLK 6 SEC 1 LOT: 23 BLK: 6 SEC:
MAIL ADDR: 5021 MARTINS POINT RD KITTY HAWK NC 27949
Special Conditions/Assessments:

PIN: 986709-16-0005
DEED: 04/26/2004
BK\PG:1560/0493

2017 Property Values:
REAL ESTATE: 840,300
PERSONAL: 0
EXEMPT: 0
ASSESSMENT: \$840,300
PRINTED: 02/27/2018

Listed Owner	Year	Bill Ref	Orig Amt	Adj Amt	Orig Pd	Activity Date	Int Pd Refund	UnPd Bal	Int Amt	Prior Yr Amt	Total Bal
RYAN, GEORGE R JR	2017	7321	5200.62	0.00	0.00		0.00 0	5200.62	143.02	0.00	5343.64
RYAN, GEORGE R JR	2016	7288	4864.50	0.00	4864.50	2016-09-06	0.00 0	0.00	0.00	0.00	0.00
RYAN, GEORGE R JR	2015	7271	4864.50	0.00	4864.50	2015-08-27	0.00 0	0.00	0.00	0.00	0.00
RYAN, GEORGE R JR	2014	7269	4864.50	0.00	4864.50	2014-08-14	0.00 0	0.00	0.00	0.00	0.00
RYAN, GEORGE R JR	2013	7263	4864.50	0.00	4864.50	2013-09-17	0.00 0	0.00	0.00	0.00	0.00
RYAN, GEORGE R JR	2012	7234	4573.30	0.00	4573.30	2012-08-31	0.00 0	0.00	0.00	0.00	0.00
RYAN, GEORGE R JR	2011	7233	4573.30	0.00	4573.30	2011-08-15	0.00 0	0.00	0.00	0.00	0.00
RYAN, GEORGE R JR	2010	7227	4573.30	0.00	4573.30	2010-08-20	0.00 0	0.00	0.00	0.00	0.00
RYAN, GEORGE R JR	2009	40604	4182.16	0.00	4182.16	2009-08-18	0.00 0	0.00	0.00	0.00	0.00
RYAN, GEORGE R JR	2008	40406	4182.16	0.00	4182.16	2008-08-19	0.00 0	0.00	0.00	0.00	0.00
RYAN, GEORGE R JR	2007	30832	4182.16	0.00	4182.16	2007-08-08	0.00 0	0.00	0.00	0.00	0.00
RYAN, GEORGE R JR	2006	39567	3684.20	0.00	3684.20	2006-10-18	0.00 0	0.00	0.00	0.00	0.00

DUE 02/27/2018

THIS PROPERTY HAS A DEFERRED VALUE OF \$0

I certify that in accordance with General Statute 105-361 the above is a true statement of the tax and assessment status of the property and individual (s) listed above that are in my hands for collection.

Disclaimer:

This certification is for the above printed parcel, only. Personal property should be checked by the owners name or business name and printed separately. Water Assessments and/or Foreclosures will be linked under Special Conditions and should be printed separately. The Tax Collector shall not be liable on the Tax Collector's Bond for any loss arising from an understatement of the tax and special assessment obligations contained in the information available on the internet web site if said loss is due to failure on the part of the person obtaining the certification to follow the special instructions, procedures, and notifications provided for in the disclaimer posted on the internet web site as authorized pursuant to this Section. Taxes, special assessments, penalties, interest, and costs due on any real or personal property but not paid as a result of failure on the part of the person obtaining the certification to follow the special instructions procedures, and notifications provided for in the disclaimer are still due and the Tax Collector may adopt additional procedures for collection of said unpaid taxes, special assessments, penalties, interest, and costs.

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APPROVED
DARE COUNTY TAX
COLLECTOR

DARE COUNTY REAL ESTATE TRANSFER TAX
LT 2262-04 \$5,600

NO. 2262-04 \$5,600

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$ 1,120.00

Parcel Identifier No. 005930080 Verified by _____ County on the _____ day of _____, 20
By: _____

Mail/Box to: Joseph T. Lamb, III, Vandeventer Black, LLP, P.O. Box 1042, Kitty Hawk, NC 27949

This instrument was prepared by: Christopher L. Seawell, Aldridge Seawell, Spence, & Felthousen LLP, P. O. Box 339, Manteo, NC

Brief description for the index: LT 23, BLK 6, SEC 1, MARTIN'S POINT

THIS DEED made this 10th day of March, 20 04, by and between

GRANTOR	GRANTEE
Larry C. Weldon, unmarried	George R. Ryan, Jr. and wife Joyce Elaine Ryan P.O. Box 1470 White Plains, MD 20695

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Kitty Hawk, Atlantic Township, Dare County, North Carolina and more particularly described as follows:
See Attached Exhibit "A"

The property hereinabove described was acquired by Grantor by instrument recorded in Book _____ page _____.

A map showing the above described property is recorded in Plat Book B page 82-87.

NC Bar Association Form No. L-3 © 1976, Revised © 1977, 2002
Printed by Agreement with the NC Bar Association - 1981 SofiPro Corporation, 333 E. Six Forks Rd., Raleigh, NC 27609

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whatsoever, other than the following exceptions: Easements and restrictions appearing of record.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

(Entity Name)

Larry C. Weldon
Larry C. Weldon, unmarried (SEAL)

By: _____
Title: _____

(SEAL)

By: _____
Title: _____

(SEAL)

By: _____
Title: _____

(SEAL)

State of North Carolina - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that Larry C. Weldon, unmarried

personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 10th day of MARCH, 2004

My Commission Expires: 3/10/2007



Alice Allen
Notary Public

State of North Carolina - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he is the _____ of _____ a North Carolina or _____ corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this _____ day of _____, 20____.

My Commission Expires: _____

Notary Public

State of North Carolina - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____

Witness my hand and Notarial stamp or seal, this _____ day of _____, 20____.

My Commission Expires: _____

Notary Public

The foregoing Certificate(s) of Alice Allen a Notary Public is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

BARBARA M. GRAY Register of Deeds for Dare County, NC
By: Vanessa Merton Deputy/Assistant - Register of Deeds

NC Bar Association Form No. L-3 © 1976, Revised © 1977, 2002

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ATTACHMENT

Lot 23, Block VI, as shown and delineated on that certain plat entitled "Martin's Point, Section One", dated May 30, 1982, prepared by Professional Land Services, Inc., Registered Surveyors, which plat is recorded in Plat Cabinet B, Slides 82, 83, 85, 86 and 87, Dare County Registry.

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23976.1
5021 Martin's Point Road, Kitty Hawk, NC 27949



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Page: 3 of 3
04/26/2004 05:08P

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DEED OF TRUST

Return To:
Attn: Post Closing
Gateway Financial Mortgage, Inc.
5623 Duraleigh Road, Ste 151
Raleigh, NC 27612

Prepared By:

Prepared By & Return To:
VANDEVENTER BLACK LLP
P.O. BOX 2
KITTY HAWK, NC 27949

Loan Number:
MERS MIN: 1004931-0600000460-3

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated **October 6, 2006**, together with all Riders to this document.
- (B) "Borrower" is **George R. Ryan Jr and Joyce Elaine Ryan, Husband and Wife**. Borrower is the trustor under this Security Instrument.
- (C) "Lender" is **Gateway Financial Mortgage, Inc.** Lender is a **Corporation** organized and existing under the laws of **the State of North Carolina**. Lender's address is **5623 Duraleigh Road Suite 151, Raleigh NC 27612**.
- (D) "Trustee" is **Stephen C. Skinner**.
- (E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
- (F) "Note" means the promissory note signed by Borrower and dated **October 6, 2006**. The Note states that Borrower owes Lender **One Million Two Hundred Thousand and 00/100 (U.S. \$ 1,200,000.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **November 1, 2036**.
- (G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

Adjustable Rate Rider Condominium Rider Second Home Rider

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1004931-060000460-3

Balloon Rider
 1-4 Family Rider

Planned Unit Development Rider
 Biweekly Payment Rider

Assumption Rider
 Construction Rider

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee and Trustee's successors and assigns, in trust, with power of sale, the following described property located in the County of Dare ,

See Schedule A attached hereto

which currently has the address of 5021 Martin's Point Rd, Kitty Hawk NC 27949 ("Property Address"):

TO HAVE AND TO HOLD this property unto Trustee and Trustee's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests,



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EXHIBIT A

Lot 23, Block VI as shown and delineated on that certain plat entitled "Martin's Point, Section One", dated May 30, 1982, prepared by Professional Land Services, Inc. Registered Surveyors, which plat is recorded in Plat Cabinet B, Slides 82, 83, 85, 86 and 87, Dare County Registry.

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DEED OF TRUST

Filed Book: 1704 Page: 201 Doc Id: 6207293
10/12/2006 02:55PM Receipt #: 174886
Doc Code: D/T
BARBARA H. GRAY, REGISTER OF DEEDS DARE CO. NC



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This Deed of Trust prepared by:

X Prepared By & Return To:
VANDEVENTER BLACK LLP
P.O. BOX 2
KITTY HAWK, NC 27949



*0340

MAXIMUM LIEN. The maximum principal amount secured by this Deed of Trust shall not exceed at any one time \$165,000.00.

THIS DEED OF TRUST is dated October 6, 2006, among George R Ryan, Jr and wife, Joyce E Ryan, whose address is 5021 Martin's Point Rd, Kitty Hawk, NC 27949 ("Grantor"); Gateway Bank & Trust Co., whose address is SOUTHERN SHORES BRANCH, 5406 N. CROATAN HWY, KITTY HAWK, NC 27949 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and BBTC, INC, whose address is P.O. Box 1908, Elizabeth City, NC 27909 (referred to below as "Trustee").

CONVEYANCE AND GRANT. NOW, THEREFORE, as security for the indebtedness, advancements and other sums expended by the Beneficiary pursuant to this Deed of Trust and costs of collection (including attorneys' fees as provided in the Note) and other valuable consideration, the receipt of which is hereby acknowledged, Grantor has bargained, sold, given, granted and conveyed and does by these presents bargain, sell, give, grant and convey to Trustee, and Trustee's heirs or successors and assigns, for the benefit of Lender as Beneficiary, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Dare County, State of North Carolina:

See Exhibit "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 5021 Martin's Point Rd., Kitty Hawk NC 27949.

To have and to hold said Real Property with all privileges and appurtenances thereunto belonging, to the Trustee, his heirs, successors and assigns forever, upon the trusts, terms and conditions and for the uses hereinafter set forth.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B)

DEED OF TRUST
(Continued)

Loan No: 52958

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PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all

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EXHIBIT A

Lot 23, Block V, as shown and delineated on that certain plat entitled "Martin's Point, Section One", dated May 30, 1982, prepared by Professional Land Services, Inc. Registered Surveyors, which plat is recorded in Plat Cabinet B, Slides 82, 83, 85, 86 and 87, Dare County Registry.

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Unofficial Document

Filed Book: 1704 Page: 202 Doc Id: 6207294
10/12/2006 02:55PM Receipt #: 174866
Doc Code: RED
BARBARA M GRAY REGISTER OF DEEDS DARE CO. NC



6207294
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REQUEST FOR NOTICE

NORTH CAROLINA
DARE COUNTY

In accordance with the provisions of G.S. 45-21.17A, request is hereby made that a copy of any Notice of Sale under the Deed of Trust (mortgage) recorded on OCTOBER 12, 2006 in Book Page , records of DARE County, North Carolina, executed by GEORGE R. RYAN, JR AND JOYCE ELAINE RYAN, as trustor (mortgagor), in which GATEWAY FINANCIAL MORTGAGE, INC. is named as beneficiary, and in which STEPHEN C. SKINNER is named as trustee, be mailed to

GATEWAY BANK & TRUST COMPANY
Post Office Box 1908
Elizabeth City, NC 27909

This the 12 day of October, 2006.

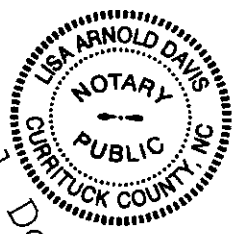
Daniel D. Khoury
Attorney for:
Gateway Bank, N.A.

NORTH CAROLINA
COUNTY DARE

I LISA ARNOLD DAVIS OF CURRITUCK COUNTY, the undersigned, A Notary Public of said County and State, do hereby certify that DANIEL D. KHOURY personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal this, the 12th day of October, 2006.

Lisa Arnold Davis
Notary Public



My Commission Expires: 07/02/2010

North Carolina
_____ County

The foregoing certificate of _____, Notary Public of _____ County, NC is hereby certified to be correct. This instrument and this certificate are duly registered at the date and time and at the Book and Page shown on the first page hereof.

Register of Deeds for _____ County

By: _____
Deputy/Assistant Register of Deeds

Recorded: 10/10/2017 11:35:04 AM

BY: TONI MIDGETT

Vanzola McMurrin, Register of Deeds
Dare County, NC

Fee Amt: \$28.00

NC Excise Tax: \$0.00

BOOK 2197 PAGE 441 (2)

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NORTH CAROLINA)
DARE COUNTY)

APPOINTMENT OF SUBSTITUTE TRUSTEE

TAKE NOTICE THAT WHEREAS George R. Ryan, Jr. and Joyce Elaine Ryan executed a negotiable promissory note in the amount of \$1,200,000.00 payable to Gateway Financial Mortgage, Inc., and to secure the indebtedness executed a Deed of Trust to Stephen C. Skinner, Trustee for Gateway Financial Mortgage, Inc., said Deed of Trust bearing date of October 6, 2006, recorded in Book 1704 at Page 199 in the Public Registry of Dare County, North Carolina; and

WHEREAS, THE SAID Deed of Trust provides that the noteholder, its successors or assigns, may for any reason remove the Trustee and appoint his successor; and

WHEREAS, Xenith Bank is the owner and holder of the Note secured by said Deed of Trust and wishes to remove the said Trustee and name as its successor Richard E. Biemiller, NC Bar #27446.

NOW THEREFORE, Stephen C. Skinner is hereby removed as Trustee and Richard E. Biemiller is hereby named and appointed Substitute Trustee in its place and stead in that Deed of Trust recorded in Book 1704 at Page 199 in the aforesaid Public Registry, and is vested with all of the rights, powers and privileges of the original Trustee.

Should the undersigned become the last and highest bidder at the foreclosure sale, the Substitute Trustee is hereby authorized to transfer and assign said bid and to convey title to said foreclosure property to whomsoever the undersigned shall authorize. The statement in the Substitute Trustee's deed that the undersigned has requested transfer of its bid to Grantee(s) in the Substitute Trustee's deed shall be binding on the undersigned and conclusive evidence in favor of the assignee or other parties hereto, that the Substitute Trustee was duly authorized and empowered to execute same.

PREPARED BY AND RETURN TO:
Richard E. Biemiller, Esquire, NCSB: 27446
Wolcott Rivers Gates
200 Bendix Road, Suite 300
Virginia Beach, VA 23452

Unofficial Document

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IN WITNESS WHEREOF, SunTrust Bank has caused its corporate name to be subscribed hereby by David A. Clark, its duly appointed and authorized Bank Officer, this 27th day of September, 2017.

XENITH BANK

By *David A. Clark*
David A. Clark, Sr. Vice President

COMMONWEALTH OF VIRGINIA)
CITY OF VIRGINIA BEACH)

JACQUELINE

I, LAUGHLAN BYERS, a Notary Public, do hereby certify that David A. Clark, personally came before me this day and acknowledged that he is a Senior Vice President of Xenith Bank, a banking corporation, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name, sealed with its corporate seal, and attested by himself as its officer and employee.

WITNESS my hand and official seal this 27th day of September, 2017.

J. Byers
Notary Public

My commission expires: 3-31-2020



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